

SUBCONTRACT AGREEMENT

Agreement made the 28TH day of AUGUST, 1992 between
K. HOVNANIAN AT NEWARK URBAN RENEWAL CORP. III, INC.
ATTENTION: MARK VANSELOUS
10 HIGHWAY #35, P.O. BOX 500
RED BANK, N.J. 07701 (hereinafter called Developer) and:

ATTENTION:

A.G. MAZZOCCHIO, INC.
PO BOX 331
EAST HANOVER, NJ 07936

(hereinafter called Prime Subcontractor).

WORK OR TRADE TO BE PERFORMED: **CLEARING/DEMOLITION**

PRIME SUBCONTRACTOR INFORMATION

ON SITE REPRESENTATIVE: WILLIAM P. REIMER

BUSINESS PHONE: 201-377-8822

EMERGENCY PHONE: _____

FEDERAL I.D. NUMBER: 22-1826030

VENDOR NUMBER: A0940

JOB LOCATION: _____

In consideration of the promises, covenants, terms and conditions set forth herein, the Developer and Prime Subcontractor agree as follows:

1. GENERAL

Prime Subcontractor agrees to furnish, in accordance with the terms and conditions of this contract, all labor, materials and equipment in order to complete, in a first-class, workmanlike manner, the work set forth in Schedule A attached hereto and made a part hereof. Such work shall be performed in accordance with the plans and specifications set forth in Schedule B attached hereto and made a part hereof. NO DEVIATION FROM THE PLANS AND SPECIFICATIONS AFORESAID SHALL BE ALLOWED WITHOUT THE WRITTEN AUTHORIZATION OF THE DEVELOPER AS EVIDENCED BY A WRITTEN AMENDMENT TO THIS AGREEMENT. Details of the work which are not specifically covered herein or on the plans and specifications, but which are reasonably implied or are normally considered part of the job for that trade shall not be limited to the plans and specifications and shall be furnished at no extra cost as though it were specifically shown and mentioned in both the plans and specifications. In the event of discrepancies on the plans, written dimensions shall govern over scaled dimensions.

Prime Subcontractor represents that they have examined the drawings, specifications and model units, if applicable, and are familiar with all aspects thereof, including their relation to the specified work of the Prime Subcontractor described herein.

2. START WORK

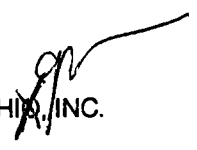
Prime Subcontractor shall commence the work agreed to hereunder within two (2) days of receipt of written notice to proceed from the Developer. Time is of the essence in this Agreement. By executing this Agreement, Prime Subcontractor confirms that the completion date set forth in the "Master Schedule" is a reasonable period for performing the work.

KHOV004290

SUBCONTRACT AGREEMENT

Agreement made the 28TH day of AUGUST, 1992 between
K. HOVNANIAN AT NEWARK URBAN RENEWAL CORP. III, INC.
ATTENTION: MARK VANSELOUS
10 HIGHWAY #35, P.O. BOX 500
RED BANK, N.J. 07701 (hereinafter called Developer) and:

ATTENTION:


A.G. MAZZOCCHI, INC.
PO BOX 331
EAST HANOVER, NJ 07936

_____ (hereinafter called Prime Subcontractor).

WORK OR TRADE TO BE PERFORMED: CLEARING/DEMOLITION

PRIME SUBCONTRACTOR INFORMATION

ON SITE REPRESENTATIVE: WILLIAM P. REIMER

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_____ and conditions set forth herein, the Developer and Prime Subcontractor


In accordance with the terms and conditions of this contract, all labor, materials and workmanlike manner, the work set forth in Schedule A attached hereto and performed in accordance with the plans and specifications set forth in Schedule B. NO VARIATION FROM THE PLANS AND SPECIFICATIONS AFORESAID SHALL BE PERMITTED. THE WORK WHICH ARE NOT SPECIFICALLY COVERED HEREIN OR ON THE PLANS AND SPECIFICATIONS ARE NORMALLY CONSIDERED PART OF THE JOB FOR THAT TRADE SHALL NOT BE LIMITED BY THE PLANS. THE WORK SHALL BE COMPLETED AT NO EXTRA COST AS THOUGH IT WERE SPECIFICALLY SHOWN AND MENTIONED ON THE PLANS. WRITTEN DIMENSIONS SHALL GOVERN OVER SCALED DIMENSIONS.

Prime Subcontractor represents that they have examined the drawings, specifications and model units, if applicable, and are familiar with all aspects thereof, including their relation to the specified work of the Prime Subcontractor described herein.

2. START WORK

KHOV004291

Prime Subcontractor shall commence the work agreed to hereunder within two (2) days of receipt of written notice to proceed from the Developer. Time is of the essence in this Agreement. By executing this Agreement, Prime Subcontractor confirms that the completion date set forth in the "Master Schedule" is a reasonable period for performing the work.

SCHEDULE B

SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E

CLEARING/DEMOLITION

DEMOLITION

1. Rodent baiting prior to demolition and subsequent to demolition in accordance with all applicable local and state regulations, to include proper agency inspections and documentation of same.

2. Subcontractor is responsible for all fees and contacting the appropriate governing personnel prior to start up and schedule required inspections with the proper authorities, so that progress of work is not delayed.

3. Demolition of existing structures as well as ^{or recycling center} removal of subsurface debris to a licensed landfill. Prime Subcontractor shall document evidence of proper disposal. Backfill shall not commence until demolition and removal is inspected and approved by the Developer's Construction Manager.

4. Prime Subcontractor shall be responsible for removing all tanks, drums or containers when encountered. Prime Subcontractor shall document evidence of proper disposal. ^{Within the demolition of a standing structure} ~~This item shall be at additional cost.~~ ^{tanks}

5. Consideration and protection of existing paving and all buried utilities shall be the responsibility of the Prime Subcontractor. Any damage caused by the work will be repaired at the Prime Subcontractor's expense.

6. Technical specifications for demolition are attached. Any reference to "Developer" shall mean ^{K. Hounanian at Newark Urban Renewal Corp. LLC} ~~Prime Subcontractor performing work~~. Any reference to the City of Newark outside the context of City regulations shall imply Developer/Builder. Any conflict in requirements of this specification with the main contract, the main contract shall prevail. As the technical specifications is a City document for a wide range of work, not all sections are applicable. Scheduling shall be mutually agreed upon. Reference to time of completion and penalty for failure shall be ignored.

7. ~~A construction fence has been erected around the perimeter of the site. Should fencing interfere with certain aspects of Prime Subcontractor's work, Prime Subcontractor shall remove fence and replace immediately upon completion of such activity, at his own expense.~~

8. Existing Surface Structures:

A. Extermination as required by governing agencies.

B. Existing surface structures/buildings shall be removed in full of all material, tanks and debris. The foundations of the structures shall be removed three (3) feet below proposed finish grades of the to be built structures as noted on the bidders plan set of drawings. Backfill with on-site stockpiled material.

C. Remove all sidewalks, curb, asphalt surface contaminated soil, debris, etc. from the site and document evidence of proper disposal.

D. Payment for removal of surface structures is based on ~~lump sum~~ pricing. ^{Lump Sum Total}

9. Subsurface Structures:

A. Notify Construction Manager immediately upon findings of any subsurface material. ^{Show in Schedule "A" and unit prices as designated}

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SCHEDULE B

SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E

CLEARING/DEMOLITION

9. ~~Foundations~~ B. Foundations are to be removed three (3) feet below proposed finished grades of the to be built structures as noted on the bidders plan set of drawings. Remove any existing debris^{star} and backfill with existing on site stockpiled material. ~~Price foundation on a not to exceed basis.~~ Actual payout for work completed will be based on a unit price for material tonnage^{star} and labor unit prices.

C. Contaminated soils, slabs, buried debris^{star}, tanks^{star} etc. shall be removed and disposed and backfill upon Construction Manager Authorization. Unit prices for material removed by tonnage and labor rates shall govern payment.

10. Utilities:

A. Prime Subcontractor shall be responsible for contacting the proper agencies and coordinating the abandonment of the all necessary utilities and as outlined in the technical specifications (Section 5-A).

B. Prime Subcontractor is responsible for capping any abandoned utilities prior to backfilling to prevent an infiltration/exfiltration of fluids. This is to be included in lump sum pricing.

11. * Note: As of Sept 21, 1992 A.G. Mazzocchi Inc. was directed to ~~remove~~ ^{replace} certain debris on-site. Future debris removal will be as directed by the developer.

replacement
place

for roadway fill.
~~Subbase~~

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SCHEDULE B

SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E

CLEARING/DEMOLITION

DEMOLITION

1. Rodent baiting prior to demolition and subsequent to demolition in accordance with all applicable local and state regulations, to include proper agency inspections and documentation of same.

2. Subcontractor is responsible for all fees and contacting the appropriate governing personnel prior to start up and schedule required inspections with the proper authorities, so that progress of work is not delayed.

3. Demolition of existing structures as well as removal of subsurface debris to a licensed landfill. ^{OR RECYCLING CENTER} Prime Subcontractor shall document evidence of proper disposal. Backfill shall not commence until demolition and removal is inspected and approved by the Developer's Construction Manager.

4. Prime Subcontractor shall be responsible for removing all tanks, drums or containers when encountered. Prime Subcontractor shall document evidence of proper disposal. ~~THIS ITEM SHALL BE AT ADDITIONAL COST.~~

5. Consideration and protection of existing paving and all buried utilities shall be the responsibility of the Prime Subcontractor. Any damage caused by the work will be repaired at the Prime Subcontractor's expense.

6. Technical specifications for demolition are attached. Any reference to "Developer" shall mean ^{K. HOUNGAN, AN AT NEWARK URBAN RENEWAL CORP. III INC.} ~~Prime Subcontractor performing work.~~ Any reference to the City of Newark outside the context of City regulations shall imply Developer/Builder. Any conflict in requirements of this specification with the main contract, the main contract shall prevail. As the technical specifications is a City document for a wide range of work, not all sections are applicable. Scheduling shall be mutually agreed upon. Reference to time of completion and penalty for failure shall be ignored.

~~7. A construction fence has been erected around the perimeter of the site. Should fencing interfere with certain aspects of Prime Subcontractor's work, Prime Subcontractor shall remove fence and replace immediately upon completion of such activity, at his own expense.~~

8. Existing Surface Structures:

- A. Extermination as required by governing agencies.
- B. Existing surface structures/buildings shall be removed in full of all material, tanks and debris. The foundations of the structures shall be removed three (3) feet below proposed finish grades of the to be built structures as noted on the bidders plan set of drawings. Backfill with on-site stockpiled material.
- C. Remove all sidewalks, curb, asphalt surface contaminated soil, debris, etc. from the site and document evidence of proper disposal.
- D. Payment for removal of surface structures is based on ~~Lump Sum~~ pricing.

Shown in Schedule "A".

9. Subsurface Structures:

- A. Notify Construction Manager immediately upon findings of any subsurface material.

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SCHEDULE B

SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E

CLEARING/DEMOLITION

B. Foundations are to be removed three (3) feet below proposed finished grades of the to be built structures as noted on the bidders plan set of drawings. Remove any existing debris* and backfill with existing on site stockpiled material. ~~Price foundation on a not to exceed basis.~~ Actual payout for work completed will be based on a unit price for material tonnage and labor unit prices.

C. Contaminated soils, slabs, buried debris tanks etc. shall be removed and disposed and backfill upon Construction Manager Authorization. Unit prices for material removed by tonnage and labor rates shall govern payment.

10. Utilities:

A. Prime Subcontractor shall be responsible for contacting the proper agencies and coordinating the abandonment of the all necessary utilities and as outlined in the technical specifications (Section 5-A).

B. Prime Subcontractor is responsible for capping any abandoned utilities prior to backfilling to prevent an infiltration/exfiltration of fluids. This is to be included in lump sum pricing.

* Note: As of Sept. 21, 1992 D.G. Marzocchi, Inc. was directed to dispose of certain debris on-site. Future debris removed will be as directed by the developer.

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